



## ADDENDUM TO WHOLESALER BROKER AGREEMENT

This Addendum to the parties' Wholesale Broker Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between Union Home Mortgage Corp. ("UHMC"), having its principal place of business at 8241 Dow Circle West, Strongsville, OH 44136 and \_\_\_\_\_ ("Broker"), having its principal place of business at (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip) \_\_\_\_\_.

WHEREAS the parties have previously executed a Wholesale Broker Agreement dated \_\_\_\_\_ and the parties desire to supplement the terms thereof including Paragraph 6.17 by entering into this Addendum;

WHEREAS Broker has requested and UHMC has approved the use by Broker of Third Party Processing Services on a restricted and limited basis;

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

1. Broker acknowledges receipt of the published UHMC Third Party Processing Fees Policy and has read and understands the terms and conditions of this Policy and agrees at all times to abide therewith. This affirmative covenant shall constitute new Paragraph 2.1(u) of the Warranties and Representations of Broker in the parties' Wholesale Broker Agreement.
2. UHMC reserves the right to amend, revise or revoke this Policy at any time in its sole discretion. As such, the current approval by UHMC is not a guarantee or promise for the continuation of this practice by Broker and the term of approval may be shorter in duration than the parties' Wholesale Broker Agreement.
3. Broker shall comply with all terms and conditions of the UHMC Third Party Processing Fees Policy and any deviation from, however minor or non-material, shall be an automatic disqualifier of any loan or loans submitted by Broker to UHMC processed by a Third Party Processing company. The term "automatic disqualifier" shall be defined to mean the loan or loans, if not closed, may be rejected, suspended or denied by UHMC without further cause.
4. Broker shall be liable to UHMC for any and all actions, misdeeds, errors and/or omissions of the Third Party Processing company and it shall not be a defense that the Third Party Processing company is an independent party over whom Broker did not exercise control.
5. Broker shall indemnify UHMC from any damages or injuries caused by the actions, misdeeds, errors and/or omissions of the Third Party Processing company

6. Any loan or loans submitted by Broker and closed by UHMC which are not in full compliance with UHMC's Third Party Processing Fees Policy shall be an additional Repurchase Obligation of Broker as new Paragraph 3.2(h) of the parties' Wholesale Broker Agreement.
7. Broker agrees to execute and deliver to UHMC on a periodic basis or upon UHMC's request a Certification of Compliance with UHMC's Third Party Processing Fees Policy in a format acceptable to UHMC.
8. Broker agrees to prepare any and all UHMC Loan Submission Checklists, either Conventional, USDA, VA or FHA as the case may be, with the accurate and current information of the Third Party Processing company. Broker's failure to include this pertinent information at the time of initial loan registration shall be a bar to the use of a Third Party Processing company on that loan or loans as UHMC will be prevented from exercising timely due diligence.
9. This approval by UHMC may be unilaterally revoked at any time by UHMC, without advance written or oral Notice, and thereafter this Addendum shall be null and void. The parties' Wholesale Broker Agreement shall, however, continue in full force and effect.

Broker

Union Home Mortgage Corp.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_